

CONTRACT PERIOD THROUGH DECEMBER 31, 2003

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **CONSTRUCTION TRAILER BUILDINGS, LEASING/PURCHASE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 20, 2000**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SD/ ~~mm~~ ag
Attach

Copy to: Clerk of the Board
Heidi Birch, CJFDX
Mike Sbraga, CJFDX
Monica Mendoza, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **CONSTRUCTION TRAILER BUILDINGS,
LEASING/PURCHASE**

1.0 **INTENT:**

The intent of this Invitation For Bids is to source a Contractor, hereafter referred to as the Construction Trailer Unit Supplier or Contractor, to provide leasing or optional purchasing of a construction trailer to the Correctional Justice Facility Development Department (CJFDD) for the purposes of erecting temporary office space.

This contract shall be for the sole use of CJFDD for the purpose of leasing or outright purchase, one (1) construction trailer, consisting of **nine (9)** ~~ten (10)~~ trailers, sized to manufacturers standards, but not less than **768** square feet each (**12'X64'**), equaling **6912** ~~7680~~ square feet total, as detailed in floor plan (Exhibit 1A). The Construction Trailer Units shall be placed on site as per plan.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 The County will select a General Contractor to provide the following:

- (a) Site preparation and finish grading. **Site shall be at the Northeast corner of 35th Avenue and Lower Buckeye Road.**
- (b) General Contractor shall obtain all necessary permits for site development and final connections. Cost for permits shall be incurred by the Contractor and a pass-through to the County without mark-up.
- (c) Obtaining all necessary inspections and certificates of occupancy.
- (d) Provide and install all exterior walkways as needed, to make units accessible and secure as approved by the County Project Manager.
- (e) Final connections for all utilities and special systems needed to put units into full operation and connected to all County communications and security systems.

2.2 The County shall retain professional consulting services to provide the following:

- (a) Architectural and engineering services to provide construction documents for site preparation and utility connection.
- (b) Consultant shall submit and obtain permit approval from all governing agencies. Cost for all permits shall be incurred by the Consultant and a pass-through to the County without mark-up.

2.3 Construction Trailer Unit Supplier shall prepare all necessary plans, details, and calculations as needed for obtaining certification, construction approval, and transportation of the Construction Trailer Units. The Construction Trailer Unit Supplier shall submit plans and obtain approved permits from the State of Arizona, Department of Manufactured Housing, the State of Arizona Fire Marshal, and the City of Phoenix Fire Marshal as needed. The cost of these permits shall be incurred by the Construction Trailer Unit Supplier and a pass-through to the County without mark-up.

2.4 Construction Trailer Unit Supplier shall deliver to the site, set-up with appropriate pad and pier temporary foundation, install appropriate number of earth anchor tie-downs, and attach skirting as needed. Skirting attachment shall be scheduled after the County has made all utility hook-ups.

The Construction Trailer Unit Supplier shall provide all labor, supervision, transportation, equipment, and all effort necessary for the manufacture, delivery, set-up, and eventual removal of the Construction Trailer Units.

2.5 Construction Trailer Units to be warranted for one (1) year from final date of acceptance by the County if purchased outright. If leased, warranty shall be all inclusive except for light bulbs or HVAC filters.

Damage caused by vandalism, theft, or accidental damage shall not be covered under the warranty.

2.6 The Construction Trailer Unit Supplier shall coordinate with the General Contractor to ensure proper installation placement of the Construction Trailer Unit.

2.7 Construction Trailer Unit construction, minimum specifications:

- (a) Units shall be new, or refurbished to like new condition, with a total capacity of 7,680 square feet. If used, letter certifying building is asbestos free must be provide to the County.
- (b) Exterior perimeter walls, metal panels per manufacture that are equal to, or better than, or ½” exterior grade siding with lap joints and solid blocked with 2X4 wood or metal studs at 16” O.C., with R-11 insulation value. All exterior walls, skirting, trim, and roof fascia shall have two coats of semi-gloss paint, or opaque stain, from manufacturer standard colors as selected by the County..
- (c) Roofing system: Premanufactured metal or wood trusses, ½:12 pitch with R-30 insulation value. Roofing per manufacturer standard: metal roofing over 5/8” (min.) roof decking with lap joints or all joints solid backed; or fiberglass shingles or modified bitumen with cap sheet. Roof and all connections to be weather and water tight.
- (d) Floor: T&G wood fiber subfloor, screwed to ~~wood~~ **steel** joists per UBC tables. **Wood** ~~Steel~~ joists sized per structural requirements. Vapor barrier at bottom side of floor assembly. Floor to have R-19 insulation value.
- (e) Interior offices per proposed floor plan (Exhibit 1). Provide and install batt insulation in all frame partitions.
- (f) All drywall to be manufacturer’s standard 1/2” vinyl covered gypsum, as selected by the County, on metal or wood studs, 16” O.C..
- (g) Finish ceiling, suspended acoustical T-grid type. 2X4X5/8 acoustical layin tiles with diffused lighting fixtures and air diffusers. Patterns for tile shall be per manufacturer standards as selected by the County. Ceiling height as per manufacturer standards but not less than 8’.
- (h) Unit division lines between modules continuos appearance of finishes without identification of module unit joints.
- (i) Rest room flooring, vinyl sheet type. Color and style from manufacturer standards, as selected by the County. Optional upgraded sheet goods to be made available to the County at additional cost upon request.
- (j) Front entry door to be 1 ¾” hol-o-metal with 12” X 24” vision panel.
- (k) Rear exit doors shall be 1 ¾” hol-o-metal with 6” X 18” vision panel, and panic hardware with auditable alarm.
- (l) New paint applied to interior, except vinyl covered gypsum, and exterior per manufacturer standards, as selected by the County.
- (m) Aluminum sliding type windows with dual pane glazing and exterior security bars. There is a total of twelve (12) windows. See floor (Exhibit 1) for locations.
- (n) Electrical: As sized per Uniform Electric Code and as approved by Owner. All electrical appliances rated for commercial use. **Every trailer section to have a 125V electrical panel, with a feed conduit down towards grade level. All common area lighting to come off of switches located at the front entrance.** ~~All electrical wiring shall terminate into a single electrical breaker panel for a single source connection.~~ Manufacturer to provide and install all switches, outlets, and special systems (fire alarm, intrusion alarm). Service entrance set-up for underground connection.
- (o) All wiring between the modules shall be contained within the interior.
- (p) Convenience outlets to be provided in each office and cubicle bays. See floor (Exhibit 1) for locations
- (q) Data/phone conduit in each office and at cubicle bays. Conduit to be ¾” and stubbed up above ceiling line. See floor (Exhibit 1) for locations
- (r) A security alarm system is to be provided and approved by the County, covering all exterior doors and windows and to have infrared heads in the large conference room, Durango Plan room, File room, and front lobby area. Control panel to be located inside and next to the front entrance door.
- (s) HVAC: As sized per uniform code and as approved by Owner, commercially rated. Fully ducted air supply with air diffusers and damper controls, thermostatically controlled. Return air shall be through wall grilles. The Tele/Data room is top have it’s own HVAC unit with a capacity of approximately **(3) three** ~~one to two~~ tons, which is to be operational 24 hrs./day. The HVAC system shall be balanced by a HVAC contractor prior to occupancy. A copy of the balance report shall be provided to the County. Cost to be incurred by the Construction Trailer Unit Supplier.

SERIAL 00198-L

- (t) Light level shall be as recommended by NEC, but not less than 50 fc. Fluorescent light fixtures, flush mounted within ceiling grids, sized to building, as approved by the County. Three way switch at front and rear doors.
 - (u) Two ADA approved rest rooms. Each RR shall have a white floor mounted tank-type water closet, wall hung lavatories **single enamel on steel sink**, with hot and cold water faucet. Men's restroom to have wall mounted urinals. See floor plan (Exhibit 1) for quantity count on each fixture type. **Countertop per manufacturer's standards as selected by the County..** Doors to be marked; one door *MEN*, one door *WOMEN*.
 - (v) Water heater, electric, sized to building as approved by County.
 - (w) New carpet, 26 oz. commercial grade indoor/outdoor type, with 4" cove base, as per manufacturer standards, as selected by the County. Optional upgraded carpet to be made available to the County at additional cost upon request.
 - (x) All plumbing, electrical, and HVAC all inclusive of the Construction Trailer Units shall be installed by the Construction Trailer Unit Supplier and must conform to the ~~1999~~ **1997** UBC, UMC, and NEC, as applicable, and conform to the requirements of the Arizona State Department of Building and Fire Safety, and the Arizona State Office of Manufactured Housing. CJFDD to approve all shop or submittal drawings. Construction Trailers must pass code inspections from all governing agencies. County shall be responsible for any rework due to code failures for connecting utilities to the completed modules. Construction Trailer Unit Supplier to be responsible for rework due to code failures for foundation, electrical, plumbing, and HVAC all inclusive of the Construction Trailer Units.
 - (y) Filing room flooring needs to support approximately ninety-five (95) 4dr. vertical file cabinets, which would have a full loaded weight of approximately 350 lbs. each.
 - (z) ADA ramp at front entrance door and stairway at rear doors.
 - (aa) Provide millwork cabinets as shown on plan in large conference room and copy room.
 - 1. Large conference room to have counter top at +30" with cabinets below.
 - 2. Copy room to have upper and lower cabinets with counter top at +36".
 - 3. Break room to have upper and lower cabinets with counter top at +36".
- 2.8 Upon award, Construction Trailer Unit Supplier shall not market modules to other buyers. Construction Trailer Unit Supplier to guarantee the trailer's availability. Construction Trailer Unit Supplier does not have the option to cancel this contract at any time.
- 2.9 The County may purchase the Construction Trailers outright, with one of the following options:
- (a) Initial purchase outright, shall include: freight delivery, complete set-up (includes purchase and installation of skirting, tie-downs, and pier/pad type foundation).
 - (b) Lease option for a 3-year period, with a month to month lease rate beyond the 3 years.
- 2.10 Construction Trailer Unit Supplier to provide with their bid a list of general specifications of the modules construction features.
- 2.11 The County reserves the right to terminate this contract at any time after the first year with 90-days notice of cancellation to Construction Trailer Unit Supplier without penalties.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation For Bids is for awarding a firm, fixed price purchasing contract to cover a THREE (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of TWO (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE

3.3.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.4 INSURANCE REQUIREMENTS

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

3.4.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

3.4.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.4.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.5 CERTIFICATES OF INSURANCE

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.6 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.7 REQUIREMENT OF CONTRACT BONDS:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the Contract to the Contractor.

- (A) A Performance Bond in an amount equal to the full Contract amount conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.
- (B) A Payment Bond in an amount equal to the full Contract amount solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such contract.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each such bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

3.8 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.9 TECHNICAL AND DESCRIPTIVE LITERATURE:

Bidder(s) must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide (**2 SETS**). Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the bid being rejected.

3.10 ADDITIONAL PRICING:

Bidders are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in this Invitation For Bids. Pricing offered should be noted on the pricing pages of the Bidder response in the format requested. ONE sets of catalogs/pricing documents shall accompany any additional pricing offered.

3.11 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MC Procurement Card or other procurement card that may be used by the County from time to time, to place and make payment for orders under this Contract. Bidders without this capability may be considered non-responsive and not eligible for award consideration.

3.12 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Bidders are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

Purchase Card Clarification.

Maricopa County's Bank of America Purchase Card program is based on the MasterCard charge card. There is no charge from Maricopa County for the program, any costs or charges to the vendor or contractor will be based on the transaction dollar amount and is from the Vendors/contractors servicing Bank. The vendor/contractor should contact their bank to arrange for the acceptance and information concerning any charges to use this program.

The advantages of accepting the purchase card for payment are as follows.

1. The bank pays the vendor/contractor in 48 to 72 hours versus 30 days from Maricopa County.
2. The vendor/contractor does not have to invoice Maricopa County.
3. The vendor/contractor does not have to carry that transaction in their account receivable.

Maricopa County offers this opportunity only to vendors/contractors that are not 1099 reportable to the Internal Revenue Service. Maricopa County will be asking those vendors/contractors that are offered this opportunity to give the County a prompt payment discount.

3.13 INQUIRIES:

All inquiries concerning information contained herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 WEST LINCOLN
PHOENIX AZ 85003

Administrative telephone inquiries shall be addressed to:

STEVE DAHLE, SENIOR PROCUREMENT SPECIALIST – (602) 506-3450
Technical Telephone inquiries shall be addressed to:

MIKE SBRAGA

(602) 340-0047

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee that any purchases will be made.

It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after it is deemed by the County, that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture contract or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the contract are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and the using Agency (ies) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided. The Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to this Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

4.20 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

4.21 GUARANTEE:

The materials and supplies called herein shall be the best of their grade and types, prepared according to the best available standards or accepted formulas, and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

4.22 DELIVERY:

It shall be the Contractor responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.23 PRICE REDUCTIONS:

By submitting a bid in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.23.1 Cancel the Contract, if it is currently in effect.

4.23.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.23.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.24 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.25 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

VANGUARD MODULAR BUILDING, SYSTEMS LLC., 70-9 EAST SWEDES FORD ROAD, MALVERN, PA 19355
US MODULAR GROUP INC, 986 W CITRUS WAY CHANDLER, AZ 85248

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

ACCEPT PROCUREMENT CARD: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

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6.0 PRICING:

Pricing, per specifications, for leasing or outright purchase, as per Exhibit 1

6.1	Lease per month: Interest Rate	CONSTRUCTION TRAILER UNITS
6.1.1	Three year plan:	% <u>N/A</u>
6.1.2	PRICE PER FOR 3 YEAR LEASE	\$ <u>4,828.29</u> /month
6.1.3	PRICE PER MONTH AFTER 3 YEARS (MONTH TO MONTH)	\$ <u>4,828.29</u> /month
6.2	Freight delivery fee:	\$ <u>INCLUDED IN LEASE RATE</u>
6.3	Freight pick-up fee:	\$ <u>2,430.00</u>
6.4	Complete set-up, includes skirting, tie-downs, and pier/pad type foundation:	\$ <u>INCLUDED IN LEASE RATE</u>
6.5	Dismantle and relocate for storage fee: (Within 10 mile radius of FMD)	\$ <u>12,500.00</u>
6.6	Floor covering upgrade: (Carpet and tile)	\$ <u>1,400.00</u> TOTAL
6.7	Outright purchase (See §2.9):	\$ <u>237,075.00*</u>
6.8	Labor, for services outside the scope of this contract (This labor rate shall apply to anything related or connected to base modular building repairs/changes, but not covered by the specifications of contract. This rate is for minor repairs/changes only):	
	YEAR 1	YEAR 2
	\$ <u>45.00</u> / per hour	\$ <u>50.00</u> / per hour
		YEAR 3
		\$ <u>50.00</u> / per hour
6.9	Cost of materials, supplies, or other items not specified, cost plus	% 15
6.10	NUMBER OF DAYS FOR DELIEVERY AFTER AWARD	<u>45-60</u> DAYS SEE ATTACHED SCHEDULE
	NOTE: Pricing excludes taxes.	

***PER PARAGRAPH 2.9 a. OUTRIGHT PURCHASE PRICE INCLUDES DELIVERY, COMPLETE SET-UP, SKIRTING, TIEDOWNS, PIER & PAD FOUNDATION, STEPS & HANDICAP RAMP.**

VANGUARD MODULAR BUILDING, SYSTEMS LLC., 70-9 EAST SWEDES FORD ROAD, MALVERN, PA 19355
US MODULAR GROUP INC., 986 W CITRUS WAY CHANDLER, AZ 85248

Terms: NET 30

Federal Tax ID Number: ~~82-0508537~~ **01-0522571**

Telephone Number: ~~480-726-8687~~ **800-448-6772**

Fax Number: ~~480-726-3413~~ **610/ 240-8865**

Contact Person: ~~Jerry Bryant~~

Vendor Number: ~~82-0508537-820508537-A~~ **010522571A**

E-mail Address: ~~usmod005@aol.com~~

Company Web site: ~~www.usmodulargroup.com~~ www.vanguardmodular.com

Contract Period: To cover the period ending December 31, 2003.